



Order Filed on May 20, 2021  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**Caption in Compliance with  
D.N.J.LBR 9004-1**

**STEWART LEGAL GROUP, P.L.**

*Formed in the State of Florida*

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*Attorney for Creditor*

In re:

Francis D. Avella

*aka Frank Avella*

Debtor.

Chapter 13

Case No. 18-30162-VFP

Hearing Date: January 21, 2021

Judge Vincent F. Papalia

**CONSENT ORDER RESOLVING MOTION TO  
VACATE AUTOMATIC STAY AND CO-DEBTOR STAY**

The relief set forth on the following pages is hereby **ORDERED**.

**DATED: May 20, 2021**

A handwritten signature in black ink, appearing to read "Vincent F. Papalia".

Honorable Vincent F. Papalia  
United States Bankruptcy Judge

Debtor: Francis D. Avella  
Case No.: 18-30162-VFP  
Caption of Order: **CONSENT ORDER RESOLVING MOTION TO VACATE  
AUTOMATIC STAY AND CO-DEBTOR STAY**

THIS MATTER having been opened to the Court upon the Motion to Vacate Automatic Stay and Co-Debtor Stay (“Motion”) filed by Specialized Loan Servicing LLC as servicing agent for Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Loan Trust 2004-AR10, Mortgage Pass-Through Certificates, Series 2004-AR10 under the pooling and servicing agreement dated September 1, 2004 (“Creditor”), whereas the post-petition arrearage amount was \$5,750.94, as of May 14, 2021, and whereas the Debtor and Creditor seek to resolve the Motion, it is hereby **ORDERED**:

1. The automatic stay provided under 11 U.S.C. §362(a) shall remain in effect as to Creditor’s interest in the following property: **4306 Newkirk Avenue, North Bergen, New Jersey 07047** (“Property”) provided that the Debtor complies with the following:

- a. On or before May 31, 2021, the Debtor or any agent of Debtor shall tender a lump sum payment in the amount of \$5,750.94; and
  - b. In addition to the above, the Debtor shall resume making the regular monthly payments to Creditor as they become due beginning with the June 1, 2021 payment.
2. All direct payments due hereunder not otherwise paid by electronic means and/or automatic draft, shall be sent directly to Creditor at the following address: **Specialized Loan Servicing LLC, 6200 S. Quebec Street, Greenwood Village, CO 80111.**

3. The Debtor will be in default under the Consent Order in the event that the Debtor fails to comply with the payment terms and conditions set forth in above Paragraphs and/or if the Debtor fails to make any payment due to Creditor under the Chapter 13 Plan.

4. If the Debtor fails to cure the default within thirty (30) days from the date of default, Creditor may submit a Certificate of Default to the Court on fourteen (14) days' notice to counsel for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) permitting Creditor to exercise any rights under the loan documents with respect to the Property.

5. Creditor is awarded reimbursement of attorney fees and costs in the amount of \$350.00 and \$181.00 respectively, to be paid through the Chapter 13 Plan.

**STIPULATED AND AGREED:**

/s/ Kevin Delyon

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/s/ Gavin N. Stewart

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